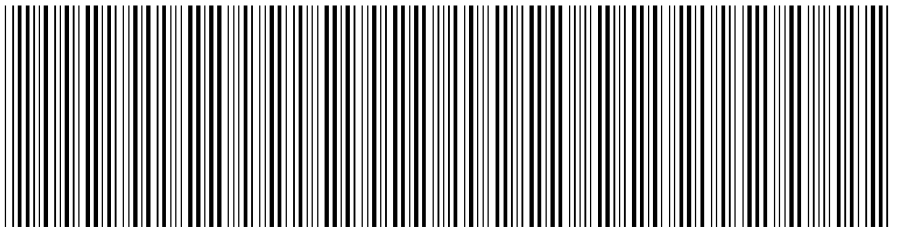


EXHIBIT 16

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2019031801039003001EA334
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 11
Document ID: 2019031801039003
Document Date: 03-14-2019
Preparation Date: 03-18-2019
Document Type: INITIAL UCC1
FIXTURE FILING
Document Page Count: 9
PRESENTER:

PRO-TRAIT TITLE SERVICES, LLC
401 BROADWAY, SUITE 805
PT-606018-NY-M
NEW YORK, NY 10013
212-219-3835
INFO@PRO-TRAIT.COM

RETURN TO:

PRO-TRAIT TITLE SERVICES, LLC
401 BROADWAY, SUITE 805
PT-606018-NY-M
NEW YORK, NY 10013
212-219-3835
INFO@PRO-TRAIT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1274	1632	Entire Lot	2003 768 5 AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
MANHATTAN	1274	1634	Entire Lot	2009 768 5 AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT
CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
DEBTOR:

PH 2003 UNIT LLC
C/O SQUIRE PATTON BOGGS (ATTN: JEFFREY S. LEVINS), 30 ROCKEFELLER PLAZA, 23RD FLOOR
NEW YORK, NY 10112

SECURED PARTY:

MAXIM CREDIT GROUP, LLC
660 MADISON AVENUE, SUITE 1700
NEW YORK, NY 10065

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES
Mortgage :

Mortgage Amount:	\$	0.00
------------------	----	------

Taxable Mortgage Amount:	\$	0.00
--------------------------	----	------

Exemption:

TAXES: County (Basic):	\$	0.00
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City (Additional):	\$	0.00
--------------------	----	------

Spec (Additional):	\$	0.00
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TASF:	\$	0.00
-------	----	------

MTA:	\$	0.00
------	----	------

NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
-----------------	----	------

TOTAL:	\$	0.00
--------	----	------

Recording Fee:	\$	23.00
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Affidavit Fee:	\$	0.00
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Filing Fee:

\$	0.00
----	------

NYC Real Property Transfer Tax:

\$	0.00
----	------

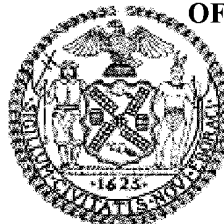
NYS Real Estate Transfer Tax:

\$	0.00
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**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**
CITY OF NEW YORK

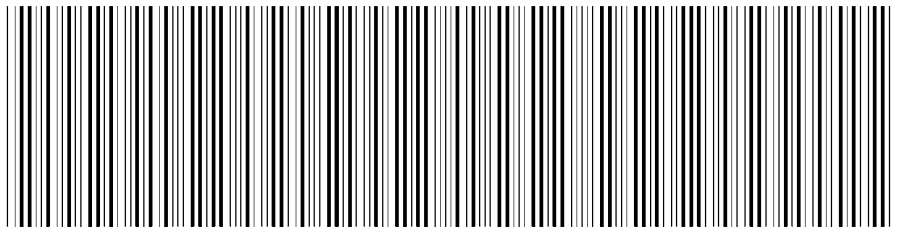
Recorded/Filed 03-19-2019 10:18

City Register File No.(CRFN):

2019000088229

City Register Official Signature

Qin_00003452

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2019031801039003001CA1B4

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 11

Document ID: 2019031801039003

Document Date: 03-14-2019

Preparation Date: 03-18-2019

Document Type: INITIAL UCC1

PARTIES

DEBTOR:

LUXURY TEAM INC.
C/O SQUIRE PATTON BOGGS (ATTN: JEFFREY S.
LEVINS), 30 ROCKEFELLER PLAZA, 23RD FLOOR
NEW YORK, NY 10112

Qin_00003453

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Mavrides, Moyal, Packman & Sadkin, LLP
 Attention: Eric Sadkin, Esq.
 276 Fifth Avenue, Suite 404
 New York, New York 10001

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a or 1b) -- do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PH2003 UNIT LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Squire Patton Boggs, 30 Rockefeller Plaza, 23rd Floor

CITY

New York

STATE

NY

POSTAL CODE

10112

COUNTRY

USA

1d. SEE INSTRUCTIONSADD'TL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

New York

1g. ORGANIZATIONAL I.D.#, if any

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (2a or 2b) -- do not combine or abbreviate names

2a. ORGANIZATION'S NAME

LUXURY TEAM INC.

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

c/o Squire Patton Boggs, 30 Rockefeller Plaza, 23rd Floor

CITY

New York

STATE

NY

POSTAL CODE

10112

COUNTRY

USA

2d. SEE INSTRUCTIONSADD'TL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

Corporation

2f. JURISDICTION OF ORGANIZATION

New York

2g. ORGANIZATIONAL I.D.#, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P -- insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

MAXIM CREDIT GROUP, LLC

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

660 Madison Avenue, Suite 1700

CITY

New York

STATE

NY

POSTAL CODE

10065

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

Location of property commonly known as:

1 Central Park South, PH2003, New York, New York 10019

1 Central Park South, PH2009, New York, New York 10019

Block: 1274

Lots: 1632 & 1634

County: New York

State: New York

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL

☒

ESTATE RECORDS. Attach Addendum

(if applicable)

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s)
(ADDITIONAL FEE) (optional)☐ All Debtors☐ Debtor 1☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

To be recorded in the Office of the City Register of the County of New York

UNIFORM COMMERCIAL CODE ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

PH2003 UNIT LLC9b. INDIVIDUAL'S LAST
NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a OR 11b) – Do Not Abbreviate or Combine Names

11a. ORGANIZATION'S NAME

LUXURTY TEAM INC.

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONSADD'L INFO RE:
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF
ORGANIZATION11g. ORGANIZATIONAL ID
☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR'S S/P's – insert only one secured party name (12a OR 12b)**

12a. ORGANIZATION'S NAME

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or
☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

Location of property commonly known as:
 1 Central Park South, PH2003, New York,
 New York 10019
 1 Central Park South, PH2009, New York,
 New York 10019
 Block: 1274
 Lots: 1632 & 1634
 County: New York
 State: New York

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real
estate (if Debtor does not have a record interest):17. Check only if applicable and check only one box.☐☐Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or
☐ Decedent's Estate18. Check only if applicable and check only one box.☐

Debtor is a TRANSMITTING UTILITY

☐

Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐

Filed in connection with a Public-Finance Transaction – effective 30 years

**EXHIBIT A
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT (FORM UCC-1)**

DEBTOR: PH2003 UNIT LLC & LUXURY TEAM INC.

SECURED PARTY: MAXIM CREDIT GROUP, LLC

ITEM 4 (CONTINUED): This FINANCING STATEMENT covers the following types or items of property (which, together with the Real Property, as defined below, constitutes and is referred to herein as the “**Property**”) in which Debtor has any interest, whether currently owned or hereafter acquired, relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the real property (the “**Real Property**”) more particularly described on Schedule “1” attached hereto (whether or not subsequently removed from the Real Property), including, without limitation, the follows:

A. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

B. All buildings, structures and improvements of every kind and nature whatsoever now or hereafter located, erected, or placed upon the Land, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements of or to any of the foregoing (collectively, the “**Improvements**”);

C. All machinery, appliances, apparatus, decorations, piping, conduits, fixtures, chattels, articles of personal property and other property now owned or hereafter acquired and/or now or hereafter attached to or used in connection with the Premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, heating, ventilating and air conditioning systems, sprinkler systems, power systems, washtubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, building materials and components, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing or hereafter erected on any of the Premises, together with any and all replacements thereof and additions thereto, proceeds or products thereof (collectively, the “**Equipment**”). The term “fixtures”, as used herein, means all items that are physically attached to buildings, including, without limitation, items such as equipment used to supply air conditioning, heat, gas, water, light, laundry, drying, dishwashing, garbage disposal and other services, but excluding those items that are considered “consumer goods” under the law which Mortgagor acquires more than ten (10) days after the date of the Note;

EXHIBIT A (Continued)

DEBTOR: PH2003 UNIT LLC & LUXURY TEAM INC.

SECURED PARTY: MAXIM CREDIT GROUP, LLC

D. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the improvements and every part and parcel thereof, with the appurtenances thereto;

E. All awards heretofore and hereafter made to Mortgagor for taking by eminent domain the whole or any part of the Land or any easement therein, including any awards for changes of grade of streets, which awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and Mortgagor hereby agrees, upon request, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever;

F. All right, title and interest of Mortgagor in and to all insurance or other proceeds of, and any unearned premiums on, any insurance policies required to be maintained by Mortgagor hereunder;

G. The rents, income, issues and profits of all property covered by this Mortgage which are assigned to Mortgagee in accordance with the terms of this Mortgage. The term "rents, income, issues and profits" refer to any monies that Mortgagor may receive by using the Land for income producing purposes;

H. All right, title and interest of Mortgagor in and to all other "general intangibles," "accounts" and "proceeds" (as such terms are defined in the Uniform Commercial Code) arising with respect to the property covered by this Mortgage, with respect to which Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code;

I. All franchises, permits, licenses and other rights, respect the use, occupation and operation of the Premises and the activities conducted thereon and therein.

**SCHEDULE 1 TO EXHIBIT A TO
UNIFORM COMMERCIAL CODE FINANCING
STATEMENT (FORM UCC-1)**

DEBTOR: PH2003 UNIT LLC & LUXURY TEAM INC.

SECURED PARTY: MAXIM CREDIT GROUP, LLC

Legal Description of Property attached hereto

SCHEDULE A
(LEGAL DESCRIPTION)

AS TO PARCEL 1

The Condominium Unit (hereinafter called the "Unit") in the building (hereinafter called the "Building") known as The Plaza Condominium and by the street address One Central Park South, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit 2003 in that certain Declaration, dated as of March 13, 2006, made by CPS 1 REALTY LP ("Declarant") under the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") establishing a plan for condominium ownership of the premises known as 768 Fifth Avenue (including also One Central Park South), New York, New York 10019 and to be known, by such address and as "The Plaza Condominium", recorded in the Office of the City Register, New York County (the "City Register's Office") on March 23, 2006 as CRFN 2006000164230 (Condominium No. 1508); as amended and restated in its entirety by Amended and Restated Declaration, dated as of March 13, 2006, made by Declarant, recorded in the City Register's Office on April 12, 2006 as CRFN 2006000201624; as amended by First Amendment to Amended and Restated Declaration, dated as of May 29, 2007, made by Declarant, Plaza Accessory Unit Owner LP, Plaza Residential Owner LP and Plaza Club Owner LP, and recorded in the City Register's Office on June 12, 2007 as CRFN 2007000304266 and amended by Second Amendment to amended and restated declaration recorded in CRFN 2013000405386 (Condominium No. 1508-A) (the original declaration, as so amended to date, and as the same may be hereafter amended in accordance with its terms, the "Declaration"); The Unit is also designated as Tax Lot 1632 in Block 1274 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Costas Kondylis & Partners LLP on March 2, 2006, and filed with the Real Property Assessment Bureau of The City of New York on March 9, 2006, as Condominium Plan No. 1508 and also filed in the City Register's Office on March 23, 2006, as CRFN 2006000164231; as amended by floor plans certified by Costas Kondylis & Partners LLP as of May 29, 2007 and filed as Condominium Plan No. 1508-A, CRFN 2007000304267 on June 12, 2007 in the City Register's Office, as of the date hereof constituting Tax Lots 1301-1459, 1462-1505, 1507-1534, 1536, 1538-1539, 1543-1552, 1554-1574, 1576-1603, 1605-1614, 1616-1627, and 1629-1637 in Block 1274 of Section 5, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York.

TOGETHER with an undivided 0.5733 % interest in the Common Elements (as such term is defined in the Declaration) of The Plaza Condominium;

-CONTINUED NEXT PAGE-

Pro-Trait Title Services, LLC

Title No.: PT-606018-NY-M

SCHEDULE A
(LEGAL DESCRIPTION-CONTINUED)

AS TO PARCEL 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 58th Street with the westerly side of Fifth Avenue Plaza;

RUNNING THENCE northerly along the westerly side of Fifth Avenue Plaza, 200 feet 10 inches to the corner formed by the intersection of the southerly side of West 59th Street with the said westerly side of Fifth Avenue Plaza;

THENCE westerly along the southerly side of West 59th Street, 250 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the center line of the block

THENCE westerly parallel with West 59th Street and along said center line, 35 feet:

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the northerly side of West 58th Street;

THENCE Easterly along the northerly side of West 58th Street, 285 feet to the first mentioned corner, the point or place of BEGINNING.

Fifth Avenue Plaza is known as Grand Army Plaza.

59th Street is now known as Central Park South.

FOR INFORMATION ONLY:

PARCEL 1

COUNTY: New York

SECTION: 5

BLOCK: 1274

LOT: 1632

ADDRESS: One Central Park South, Unit No. 2003, New York, New York

AKA: 1/19 Central Park South, Unit No. 2003, New York, New York

AKA: 2/8 Central Park South, Unit No. 2003, New York, New York

AKA: 768/770 5th Avenue, Suite No. 2003, New York, New York

For any clearance questions regarding this report, please contact us at info@pro-trait.com

Qin_00003460

SCHEDULE A
(LEGAL DESCRIPTION)

AS TO PARCEL 2

The Condominium Unit (the "Unit") known as Unit No. 2009 in the building (the "Building") known as The Plaza Condominium and by the street number 1 Central Park South, Borough of Manhattan, City of New York, County of New York, State of New York, said Unit being designated and described as Unit No. 2009 in a certain declaration dated 03/13/2006, made by Sponsor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situate (which Land is more particularly described herein), which declaration was recorded in the New York County Office of the Register of the City of New York on 03/23/2006, in CRFN 2006000164230 (which declaration and amendments thereto, if any, are hereafter collectively referred to as the "Declaration"). This Unit is also designated as Tax Lot 1634 in Block 1274 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, filed with the Real Property Assessment Department of the City of New York as Condominium Plan No. 1508, and also filed in the Register's Office on 03/23/2006 in CRFN 2006000164230.

TOGETHER with an undivided 0.8678% interest in the Common Elements, and a 1.7882% interest for the proportionate share of aggregate residential section Common Interest.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 58th Street with the westerly side of Fifth Avenue Plaza;

RUNNING THENCE northerly along the westerly side of Fifth Avenue Plaza, 200 feet 10 inches to the corner formed by the intersection of the southerly side of West 59th Street with the said westerly side of Fifth Avenue Plaza;

THENCE westerly along the southerly side of West 59th Street, 250 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the center line of the block;

THENCE westerly parallel with West 59th Street and along said center line, 35 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the northerly side of West 58th Street;

-CONTINUED NEXT PAGE-

For any clearance questions regarding this report, please contact us at info@pro-trait.com

Pro-Trait Title Services, LLC

Title No.: PT-606018-NY-M

SCHEDULE A
(LEGAL DESCRIPTION)
(Continued)

AS TO PARCEL 2

THENCE Easterly along the northerly side of West 58th Street, 285 feet to the first mentioned corner, the point or place of BEGINNING.

FOR INFORMATION ONLY:
PARCEL 2

COUNTY: New York
SECTION: 5
BLOCK: 1274
LOT: 1634
ADDRESS: One Central Park South, Unit No. 2009, New York, New York
AKA: 1/19 Central Park South, Unit No. 2009, New York, New York
AKA: 2/8 Central Park South, Unit No. 2009, New York, New York
AKA: 768/770 5th Avenue, Suite No. 2009, New York, New York

For any clearance questions regarding this report, please contact us at info@pro-trait.com

Qin_00003462